



**Superior Court of California
County Of San Bernardino**

**Executive Office
172 West Third Street, 2nd Floor
San Bernardino, CA 92415-0302**

Request for Bids

Personal Computers "Business PC" with 15" Flat Panel Display

**Bid No. 04-22
Bid Due Date: July 15, 2004
Time: 10:00 a.m.**

No late bids will be accepted

Go to web address to download bid document

<http://www.sbcounty.gov/courts/>

INDEX

<u>Section</u>	<u>Page</u>	<u>Document must be signed</u>
Notice to Bidders	1	
Background	2	
Instructions	2-3	
Terms & Conditions	4-5	
Requirements	6	
Special Conditions	7	
Specifications	8	
Pricing Sheet	9	X
Bid Document Agreement	10	X
Qualifications of Vendor	11	X

NOTICE TO BIDDERS

Agency: Superior Court of California, County of San Bernardino
Executive Office

**Bid Due
Date:** July 15, 2004

Time: 10:00 a.m.

Project: Personal Computers – Lease

**Submission
Of Bids:** Bids must be submitted in a sealed envelope and clearly marked on the outside of envelope lower left-hand corner with: ***bid number, due date and project title.*** No late bids will be accepted. It is the responsibility of bidder to assure their bid is received at the location indicated in the Purchasing Service Unit. Addendums may be posted on Court website. It is the responsibility of bidders to verify addendums prior to bidding.

Sent To: Superior Court of California, County of San Bernardino
Executive Office - Purchasing Services Unit
172 West Third Street, 2nd Floor
San Bernardino, CA 92415-0302

**Pre-Bid
Conference:** N/A

Contact: Questions regarding bidding and contracting with the Court
Steve Records, Purchasing Manager
(909) 387-6794

For technical questions contact: Kevin Arden (909) 386-8548

**Special
Conditions:** Page 7

1. DEFINITIONS:

- 1.1 "COURT" shall mean the Superior Court of California, County of San Bernardino.
- 1.2 "PROPOSAL" shall mean the response to this Request For Bids and is interchangeable with Quote and Bid.
- 1.3 "OFFEROR" shall mean any person, firm, partnership, or corporation submitting a proposal to the Court in response to this solicitation.
- 1.4 "CONTRACTOR" shall mean the offeror whose proposal is accepted by the Court and who has entered into an agreement with the Court to provide the products/services described herein.
- 1.5 "VENDOR" shall mean the same, as contractor, bidder or offeror and all terms are interchangeable.
- 1.6 "CONTRACT" shall mean document executed upon acceptance of bidders offer including terms and conditions incorporated in the bid/proposal.

BACKGROUND:

The Court Executive Office provides administrative and business support to twelve (12) District Courts in the County of San Bernardino. The Court's centralized purchasing department supports all the Courts on their procurement needs. The Superior Court is governed by their own guidelines under the California Administrative of Courts Policies.

The Court intends to lease 531 Personal Computers (PCs) to replace old existing units at various Court locations. The Lease term shall be a thirty (36) month term including service and support.

INSTRUCTIONS

1.1 BID/PROPOSAL SUBMITTAL:

Vendors shall conform to all instructions and conditions as specified in the proposal document. Bids must be submitted on Court bid form. Failure to properly complete the bid document may result in bid being rejected. Bid documents may be accessed through the Court's Website: www.sbcounty.gov/courts/

Bidders shall submit only one bid per company. Bidders may not submit bids under another affiliation name. No alternate bids allowed unless stated in bid documents.

1.2 PROPOSAL RETURN:

All proposals must be sealed in an envelope and clearly state on the outside of the envelope in the lower left-hand corner: bid number, bid due date and project title.

1.3 LATE PROPOSALS:

NO LATE PROPOSALS WILL BE ACCEPTED. ANY LATE BIDS RECEIVED WILL BE RETURNED UNOPENED TO THE PROSPECTIVE BIDDER. IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE BIDS HAVE BEEN RECEIVED BY THE COURT.

1.4 PROPOSAL OPENING:

Proposals will be opened on the date and time indicated. No determination of award shall be made at that time. Bidders may be present at bid opening if they choose to do so. Bidders not present may make an appointment to view bid documents at a later date.

1.5 PROPOSAL PREPARATION INSTRUCTIONS:

Bids must be typed OR written legibly in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by person signing the proposal. Proposals must be verified before submission as they cannot be withdrawn or corrected after bid opening. The Court will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals.

1.6 PROPOSAL/BID PREPARATION COST:

Cost for preparing the bid response and any other related material is the responsibility of the vendor and shall not be chargeable in any manner to the Court. All proposals received shall become the property of the Court.

1.7 ACCEPTANCES OR REJECTION OF PROPOSALS:

Proposals are subject to acceptance anytime within **sixty (60)** calendar days after the proposal opening date and time, unless a longer period of time is mutually agreed to by the parties. The Court reserves the right to reject any and all proposals received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests. The Court realizes that conditions other than price are important and may award based on unit prices or on cumulative totals; whichever method is determined to be in its best interest; may reject any or all proposals, any part of a proposal, or may waive any informality in a proposal.

2.0 PRICE GUARANTEE:

All pricing quoted in this proposal shall remain valid for sixty (60) calendar days after the bid closing date.

3.0 PAYMENT:

Payment is made upon completion of project or receipt of goods.

4.0 DELIVERY:

Delivery is a part of the consideration and must be stated in definite terms and adhered to. Any damaged items shall be returned to the vendor and replaced with new items. Vendor shall be responsible for picking up items and any cost incurred.

5.0 VENDORS GUARANTEE:

A. In quoting, the vendor guarantees to make delivery of all items quoted, either from their stock, from warehouse stocks, or via manufacturer's shipment. If unavailable from Vendor's stock or if Vendor is unable to secure from warehouse or manufacturer, it shall be the Vendor's responsibility to obtain identical items from any other source having that identical item.

B. Default by Vendor: the Court may procure the items from other sources and will charge the contract holder for excess costs so paid, and the prices paid by the Court shall be considered to be the prevailing market price at the time such purchase is made.

6.0 AWARD:

The Court reserves the option to make award(s) as it deems to be in the best interest of the Court. In addition, the Court reserves the right to reject, in its sole discretion, any or all bids, or any portions thereof, and to reject any items thereon. Court may, at its sole discretion, cancel this solicitation or any part of this solicitation at any time.

7.0 INVOICES:

Invoices must reflect both the purchase order number and proof of delivery to initiate payment.

8.0 RETURNED MERCHANDISE:

In quoting, the Vendor agrees to give full credit on returned merchandise resulting from this proposal. Upon Return Authorization vendor to issue credit within 30 calendar days from request submitted.

9.0 COMPLETION OF PROPOSAL:

When no manufacturer is specified, vendor must indicate brand of manufacturer being bid. When brand or manufacturer is specified, vendor may bid items as equal, except those items marked "NO SUBSTITUTE". Vendor must be able to justify any substitute of equivalent items by providing samples for evaluation at no cost to the Court. The Court reserves the exclusive right to accept or reject any item.

TERMS AND CONDITIONS

10.0 PROTEST & APPEAL:

Only bidders may appeal the recommended award. Any appeal must be in writing, containing the Bid number, and be submitted within ten (10) calendar days prior to the Intent to Award. Appeals shall only be accepted on the following grounds:

- The Court failed to follow the selection procedures and adhere to the requirements specified in the Bid or any amendments or addenda.
- There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- There has been a violation of a State or Federal law.

Appeals will not be accepted on any other grounds.

11.0 IMPROPER CONDUCT:

Only individuals designated as authorized to respond to questions related to this Bid shall be contacted. Any bidder attempting to contact Court employees other than persons identified or during the pending award may be disqualified. Any bidder that engages in offering bribery or gratuities to Court employee for the purpose of influencing the bid outcome or award will disqualify.

12.0 INACCURACIES OR MISREPRESENTATIONS:

If in the course of the Bid/RFP process or in the administration of a resulting contract, Court determines that the Vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to Court, the Vendor may be terminated from the Bid/RFP process or in the event a contract has been awarded, the contract may be immediately terminated.

13.0 TERMINATION CLAUSE:

- a. In the event the Court exercises the right to terminate the contract for dissatisfaction, the Court will give the Contractor three (3) days written notice of such termination.
- b. The Court and the Vendor each reserve the right to cancel, for any reason, all or any portion of the services/products covered by this contract. To exercise this right, a thirty (30) - day written notice must be given.

14.0 PARTICIPATION OF GOVERNMENT AGENCIES:

Other governmental agencies defined under Public Contract Code (PCC 1100) at their option and through the Court Purchasing Authority, may avail themselves of the contract resulting from this bid. The vendor agrees in writing to such agency to extend same products and services under the terms of this bid. Such Governmental body shall make purchase directly and payment through the vendor. The Court will not be liable for any such purchase made between the seller and another Governmental body who avails themselves of this contract.

The Court at its option may charge an administrative fee. Fee provisions of 1% of the total value of the order will be assessed for those agencies utilizing this bid award. The agency may negotiate and have vendor pay fee. Vendors marketing this bid award and obtaining orders as a result of this contract shall report to the Court Purchasing Manager those agencies or non-profit organizations, and the total dollar value of those orders. The using agency may contact the Court Purchasing Manager for copy of bid award documentation.

15.0 INDEMNITY AGREEMENT:

The vendor agrees to fully indemnify and defend the Court against any and all loss, damage, liability, claim, demand, suit or cause of action resulting from injury or harm to any person or property arising out of or in any way connected with the performance of work or service under this contract, excepting only such injury or harm as may be caused solely and exclusively by the fault or negligence of the Court.

16.0 PROPRIETARY INFORMATION:

Proposals become the property of the Superior Court of California, County of San Bernardino. If any proprietary information is contained in or attached to the written proposal, it must be clearly identified.

17.0 DAMAGE:

The vendor/contractor shall be held responsible for any breakage, loss of the Court's equipment or supplies through negligence of the vendor or his employee while working on the Court's premises. The vendor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The vendor shall immediately report to the Court any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property to the satisfaction of the Court will be a breach of this contract.

18.0 ASSIGNMENT:

The vendor/contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the Court thereto.

REQUIREMENTS

1. AGREEMENT:

Agreement shall commence upon notice to vendor or issuance of a Purchase Order to authorize delivery of computers pending executing of lease agreement documents. It is the intention of the Court to execute a thirty six (36) month lease/rental for all units.

2. INSURANCE LEASE CONDITIONS:

Vendor shall be responsible to provide required insurance on equipment. This cost to be paid by vendor.

3. DELIVERY AND QUANTITY REQUIREMENTS:

Vendor shall be responsible for delivery. The Court shall request partial delivery of approximately 175 - 200 units per order with total quantity of units to be delivered within 6 months. Computers shall be delivered within two weeks of delivery request to one central location indicated on the Purchase Order.

4. RETURNS AND CREDITS:

Vendor shall be responsible for pick-up and facilitation of returns of products at end of lease. Any credits requested by the Court shall be processed immediately.

5. PERFORMANCE:

Vendor's quality of products and service is part of this agreement. Vendor to have access to parts and components to support the equipment they are submitting bid on.

6. LEASE OPTIONS:

The Court may elect to purchase equipment or lease at their option. The Court reserves the right to reject any third party lease company that is offered by the bidder. The bidder may select another lease company for consideration by the Court. **Bidders are to include in their bid package a copy of the lease documents including lease terms.** The Court may negotiate more favorable lease conditions. Vendor shall be responsible for communicating directly with the lease company if any dispute or clarification is needed during the lease term.

9. SPECIFICATONS:

Specifications are to provide minimum requirements. **No "clones" will be considered**. The Court shall consider Dell, Compaq, Hewlett-Packard, IBM, and Gateway products. Include in your bid package data specifications on equipment you are submitting a bid on.

10. EVALUATION UNIT:

At the request of the Court, Bidder to supply a system of model submitted in bid for performance evaluation by Court Technology Services. Evaluation unit may be dismantled for quality inspection of components.

11. QUALIFIED VENDOR:

Vendor shall have minimum three (3) years in business under current company name. Vendor shall not sub-contract out service or repairs of units. Vendor shall provide technical support during business hours at no cost to the court.

SPECIAL CONDITIONS

A. Vendor On-Site Service

During the 36 month lease term Service to include all parts, labor, travel and related expenses to perform necessary repairs. Parts shall be new and not reconditioned. Shipment of replacement parts shall occur on day requested by the Court. Shipping of replacement parts both to the Court and return to the Vendor shall be at no cost to the Court. Vendor to respond to on-site service calls within 24 hours of notice.

B. Court Direct Service Option:

Vendor to ship defective part/component at the request of Court Technology Services Department. Court will then perform needed service or repair and return the defective component. This request shall be at the discretion of the Court.

C. Loaner

If unit cannot be repaired and needs to be returned to a repair center, the vendor shall provide a loaner of equal quality at no cost to Court. This shall be at the option of the Court to determine if a loaner is needed.

D. Lease End-Return:

At end of lease the term the vendor shall be responsible to facilitate return of units. This shall be at no cost to the Court. Vendor will coordinate the return with Court Technology Services.

E. Lease Extension:

At end of the term of the lease, the Court shall have the option to extend the lease at the same cost per unit, on a month-to-month basis for all, or any portion, of the leased units upon prior notification to the vendor

F. Technology Upgrade:

At Court's option and mutual consent of both parties, vendor to offer technology upgrades (current models) under the terms and conditions of this bid. Upgrades shall be for future purchase if needed by the Court.

SPECIFICATIONS

Personal Computer “Business PC”

Quantity: 531 Units

Small Form Factor:	Intel® Pentium® 4 Processor 3.00GHz,512K/800MHz FSB 10/100/1000 NIC
Memory:	512 MB RAM
IO	2 free PCI slots; 2 serial ports; 1parallel port; 2 or more USB ports
Keyboards:	Standard Silent Windows Keyboard
Monitor:	15 inch flat panel display (15.0 viewable) 1024 × 768 resolution VGA and DVI-D signal connectors; On-Screen Display (OSD) adjustments
Graphic Cards:	Integrated DVMT Video
Boot Hard Drives:	40GB EIDE 7200RPM
Floppy Drive:	1.44MB 3.5 Inch Floppy Drive
Operating System(s):	Microsoft® Windows® XP Professional
Mouse:	Optical wheel mouse w/mouse pad
Removable Media Storage Devices:	24X CD-ROM
Audio Solutions:	Integrated Sound Blaster Compatible
Energy Star Setting:	Energy Star Enable
Chassis Stand:	Chassis Stand.

<p>Computer Manuals: The Court only requires a maximum of 10 copies of manuals and user guides in total. Manuals to be in CD format.</p>

PRICING SHEET

Pricing Sheet must be completed to consider your bid

Complete both purchase price and lease pricing on pricing sheet.

1. Purchase Option

Item	Unit	Qty	Unit Price	Extension Total
Personal Computer with 15" Monitor	Each	531	\$ _____	\$ _____
Delivery Cost (per system)			\$ _____	\$ _____
	<i>Tax Rate</i>	7.75%	Tax	\$ _____
			Total	\$ _____

2. Lease Option

Monthly Lease Per System (incl. tax) <i>Tax rate 7.75%</i>	Lease Rate Factor	Qty of Systems	Total 36 Month Lease Cost	Buy Out Option Per System
\$ _____	_____	531	\$ _____	\$ _____

Indicate Leasing Company Name

Indicate manufacture and model of PC submitting bid on

Delivery Time _____

List any deviations of specifications on unit offered:

(you may provide on separate sheet submitted with your bid)

BID AGREEMENT DOCUMENT

Bid Document Must be Signed

Bidder Company Name:

Address (Street, City, State, Zip):

Phone Number:

Fax Number:

E-Mail:

Federal Tax ID:

Person's Name and Title Submitting Bid (signature)

Person's Name and Title (print or type)

=====

BIDDERS QUALIFICATIONS

Bidder to provide the following information:

1. Number of years under current business name

_____ (years)

2. Company Structure:

Manufacturer_ , Dealer __ Wholesaler__

Other: _____

3. References

Provide references of (preferably) government agencies that you have provided same products or services.

<u>Agency Name</u>	<u>Contact</u>	<u>Phone #</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

4. Location of Your Company Service Center On Equipment Bidding

5. Number of service technicians:

_____ Location of repair facility: _____